



# Public Comment

## AGENDA ACTION ITEM

### SIGN IN SHEET

April 15, 2014

6:00 PM

**AGENDA ACTION ITEMS:** Council will hear public comment during this portion of the meeting for Agenda Action Items on today's agenda only. Agenda Action Items are defined as Administrator Report Items, Ordinances, Resolutions, Proclamations, Action Items, advertised Old Business item, advertised New Business item and Recommendations from Committee ONLY. Combined the two Public Comment Sessions at this meeting are limited to a total of 40 minutes, 4 minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

**Citizens failing to PRINT or list the specific AGENDA ACTION ITEM will not be called upon to address Council during this portion of the meeting.**

	FULL NAME	AGENDA ACTION ITEM
1	Benny Nicholas	Ord 2014-08 (2014-07)
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**PROCLAMATION P2014-02**

**A PROCLAMATION HONORING MR. ARCHIE INGRAM  
BARRON, SR., OCONEE COUNTY COUNCIL DISTRICT III  
REPRESENTATIVE, UPON HIS DEATH**



**WHEREAS**, Mr. Barron was born on September 27, 1936 in York, South Carolina and was a 1958 graduate of Wofford College. Mr. Barron was married to Barbara Clark Barron. He had two children, Archie Barron Jr. and Elizabeth Ann "Liza" Barron O' Cain and three grandchildren, and

**WHEREAS**, Mr. Barron was a deacon, elder and trustee of the Seneca Presbyterian Church, and

**WHEREAS**, Mr. Barron was a retired textile executive with over thirty five years with Phillips Fibers / Amoco ending his career as the Human Resource Manager in Seneca, SC, and

**WHEREAS**, Mr. Barron served on many boards including: Oconee Medical Center Board for 19 years, 11 years as Chairman; Hospice of the Foothills; South Carolina Hospital Association Board; United Way of Oconee County; Greater Seneca Chamber of Commerce; Tribble Foundation; Tri County Technical College Business & Industry Advisory Committee; BB&T Board and many more, and

**WHEREAS**, Mr. Barron was elected in November 2010 to join County Council as the District III, Seneca Representative. In his role as a council member, Mr. Barron regularly attended meetings with the South Carolina Association of Counties and was a Level II graduate of the Institute of Government for County Officials. Mr. Barron served on three council committees and chaired the Real Estate, Facilities & Land Management Committee during his term.

Mr. Barron's commitment to what was best for the citizen of Oconee County defined his life and his role on County Council. Mr. Barron's actions were always above reproach and he was lauded by those who had the pleasure to work with him and those whose path he crossed as a true southern gentleman. Mr. Barron's impact is far greater than his three plus years of service on County Council and reaches to all areas of the county, and his legacy is visible in the vibrancy of the organizations he worked with and led. Mr. Barron was a quiet leader who always respected those on both sides of an issue; he was a consensus builder and treated everyone with respect. Mr. Barron's life was dedicated to helping others and Oconee County and its citizens are better for his service.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by Oconee County Council in meeting duly assembled, that Oconee County hereby recognizes and honors Mr. Archie Ingram Barron, Sr. on his death recognizing his selfless years of services to the citizens of Oconee County and the County Council.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of April, 2014.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

Attest: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

### MOTION ADOPTED

On motion of ALEXANDER and LARRY MARTIN, with unanimous consent, the Senate stood adjourned out of respect to the memory of Mr. Archie Barron of Seneca, SC. Mr. Barron worked as the Human Resources Manager for Phillips Fibers/Amoco Fabrics and Fibers in Seneca. He was a member of Oconee County Council where he represented District 3. Mr. Barron was in the Seneca Rotary Club, a member of the Rosa Clark Medical Clinic Board, and on the Oconee Medical Center Foundation Board. He was a loving husband, devoted father and a doting grandfather.

This is a true and correct copy of the Senate Journal as printed on Thursday, January 23, 2014.



  
Jeffrey S. Gossett  
Clerk of the Senate

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION P2014-03**

**A PROCLAMATION FOR  
VOLUNTEER FIREFIGHTERS & RESCUE SERVICE  
APPRECIATION DAY**

**WHEREAS**, civic volunteerism has been a tenant of federal, state, and local efforts for many years, and

**WHEREAS**, four hundred ninety nine dedicated volunteers provide fire and rescue services covering all Oconee County, and

**WHEREAS**, Oconee County volunteers responded 6,500 calls for service last year; participated in over 18,000 man hours of training, and provided public safety education to more than 10,000 residents in Oconee County, and

**WHEREAS**, these volunteers contribute to the safety and well-being of our residents and visitors through the generous donation of their time, energy and expertise,

**WHEREAS**, volunteer firefighters and emergency service personnel embody the spirit of community as they dedicate themselves to saving the lives and property of Oconee County citizens.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED**, by Oconee County Council in meeting duly assembled, that Oconee County Council proclaims April 9, 2014 as VOLUNTEER FIREFIGHTER & RESCUE SERVICES APPRECIATION DAY throughout Oconee County and encourage all citizens to recognize the outstanding contributions of our volunteer firefighters and rescue service personnel.

**APPROVED AND ADOPTED** this 15<sup>th</sup> day of April, 2014.

\_\_\_\_\_  
Joel Thrift  
Chairman of County Council

ATTEST:

\_\_\_\_\_  
Elizabeth G. Hulse, Clerk to Council  
Oconee County, South Carolina



Capital Project Sales Tax Commission  
**PROJECTS**  
**RECOMMENDED**  
 TO  
**OCONEE COUNTY COUNCIL**  
 April 15, 2014



Capital Project Sales Tax Commission  
**PROJECTS RECOMMENDED TO**  
**OCONEE COUNTY COUNCIL**  
 APRIL 15, 2014

The commission consists of 6 members; 3 appointed by the governing body of the county, and 3 appointed by the municipalities [Section 4-10-320 of SC Code]

Ms. Brenda Davis	City of Westminster Member
Mr. Don Fuller	At Large Member
Mr. Glen McPheters	At Large Member
Ms. Thelma Miller	City of Walhalla Member [Vice Chair]
Mr. Russell Price	At Large Member [Chair]
Ms. Mollie Smith	City of Seneca Member

*County Council appointed Clerk to Council Elizabeth Hulse to act as staff liaison/secretary*



Capital Project Sales Tax Commission  
PROJECTS RECOMMENDED TO  
OCONEE COUNTY COUNCIL

APRIL 15, 2014

**PROJECT SUMMARY**

12 Projects Submitted for Consideration

2 Projects removed from Consideration as not appropriate for funding

10 Projects Evaluated by the CPSTC:

- Project Questionnaires Required
- Each Entity Presented their project to the Commission in meetings in January and February 2014
- Public Comment Received regarding projects March 2014
- Final Projects and Funding Option Selected March and April 2014



Capital Project Sales Tax Commission  
PROJECTS RECOMMENDED TO  
OCONEE COUNTY COUNCIL

APRIL 15, 2014

**SC STATE LAW REQUIREMENTS**



Capital Project Sales Tax Commission  
 PROJECTS RECOMMENDED TO  
 OCONEE COUNTY COUNCIL  
 APRIL 15, 2014

CHAPTER 10. LOCAL SALES AND USE TAX  
 ARTICLE 3. CAPITAL PROJECT SALES TAX ACT

SECTION 4-10-320. Commission creation; composition.

(C) The commission created pursuant to this section must consider proposals for funding capital projects within the county area. The commission then formulates the referendum question that is to appear on the ballot pursuant to Section 4-10-330(D).



Capital Project Sales Tax Commission  
 PROJECTS RECOMMENDED TO  
 OCONEE COUNTY COUNCIL  
 APRIL 15, 2014

CHAPTER 10. LOCAL SALES AND USE TAX  
 ARTICLE 3. CAPITAL PROJECT SALES TAX ACT

SECTION 4-10-330. Contents of ballot question; purpose for which proceeds of tax to be used.

(A) The sales and use tax authorized by this article is imposed by an enabling ordinance of the county governing body containing the ballot question formulated by the commission pursuant to Section 4-10-320(C), subject to referendum approval in the county. The ordinance may provide:

(1) the purpose for which the proceeds of the tax are to be used, which may include projects located within or without, or both within and without, the boundaries of the local governmental entities, including the county, municipalities, and special purpose districts located in the county area, and may include the following types of projects:

- (a) highways, roads, streets, bridges, and public parking garages and related facilities;
- (b) courthouses, administrative buildings, civic centers, hospitals, emergency medical facilities, police stations, fire stations, jails, correctional facilities, detention facilities, libraries, coliseums, recreational facilities under the direction of an authorized governmental authority, or any combination of these projects;
- (c) cultural, recreational, or historic facilities, or any combination of these facilities;
- (d) water, sewer, or water and sewer projects;
- (e) flood control projects and storm water management facilities;
- (f) open space and local recreation;
- (g) bridges, levees, and other engineering works for the disposal of spoil materials, and other matters directly related to the act of dredging;
- (h) ports, operated privately or by the county, a municipality, special purpose district, and school district, or any combination of these entities, for the purposes delineated in subsection (a) through (g) of this item;
- (i) any combination of the projects described in subsection (a) through (h) of this item.



Capital Project Sales Tax Commission  
 PROJECTS RECOMMENDED TO  
 OCONEE COUNTY COUNCIL

APRIL 15, 2014

CHAPTER 10. LOCAL SALES AND USE TAX

ARTICLE 3. CAPITAL PROJECT SALES TAX ACT

SECTION 4-10-218. *Covered of the number, period for which proceeds of tax to be used.*

(2) The maximum time, in two-year increments not to exceed eight years from the date of imposition, or in the case of a reimposed tax, a period ending on April thirtieth of an odd-numbered year, not to exceed seven years, for which the tax may be imposed.

(3)(a) If the county proposes to issue bonds to provide for the payment of any costs of the project, the maximum amount of bonds to be issued, whether the sales tax proceeds are to be pledged to the payment of the bonds and, if other sources of funds are to be used for the project, specifying the other sources.

(b) The maximum cost of the project or facilities or portion of the project or portion of the facilities, to be funded from proceeds of the tax or bonds issued as provided in this article and the maximum amount of net proceeds expected to be used to pay the cost or debt service on the bonds, as the case may be, and

(4) any other condition precedent, as determined by the commission, to the imposition of the sales and use tax authorized by this article or condition or restriction on the use of sales and use tax revenue collected pursuant to this article.

(5) When the tax authorized by this article is imposed for more than one purpose, the issuing authority may set forth the priority in which the tax proceeds are to be applied for the purposes stated. The issuing authority may set forth a formula or system by which multiple projects are funded simultaneously.



Capital Project Sales Tax Commission  
 PROJECTS RECOMMENDED TO  
 OCONEE COUNTY COUNCIL

APRIL 15, 2014

10 PROJECT SUMMARIES



## Capital Project Sales Tax Commission



### PROJECTS RECOMMENDED TO OCONEE COUNTY COUNCIL

APRIL 15, 2014

- **Museum of the Cherokee Annex**  
This project requests funding for the acquisition & renovation of property adjoining the Museum of the Cherokee to expand their museum, add exhibit space, a classroom, research room, storage & office space.
- **Walhalla Water Plant Upgrade**  
This project requests funding for sludge processing upgrades to comply with SCDEEC regulations.
- **Oconee County Indoor Recreation / Aquatic Center**  
This project requests funding for a 40,000 sq. ft. indoor recreation & aquatic facility on 22 acres located behind OMC, with three main areas of the facility consisting of an indoor aquatic center, a fitness center & multipurpose open spaces for programming, recreation & fitness programs.
- **Oconee County Library System Enhancement**  
This project requests funding for new facilities in Swains, Swains & Van Dyke, an expansion and renovation of the Westminster location, and renovation of the Walhalla Library.
- **Oconee 9/11 Memorial**  
This project requests funding for the creation of a 9/11 Memorial that will honor those who sacrificed their lives on 9/11, educate generations of children, allow for quiet reflection and be a point of interest for visitors & residents.

## Capital Project Sales Tax Commission



### PROJECTS RECOMMENDED TO OCONEE COUNTY COUNCIL

APRIL 15, 2014

- **Golden Corner Community Center**  
This project requests funding for a Community Center to house a branch of the OCP, YMCA, athletic programs, community gym, concerts and be an overall hub for the area.
- **Oconee Heritage Center Multi-Site Renovations**  
This project is requesting funding for three main museums in Walhalla, the General Store in Westminster, and Center Church in Oconee.
- **Foothills Agricultural Resource & Marketing Center**  
This project is requesting funding to provide a permanent home for the annual SC Foothills Heritage Fair, the weekly Foothills Heritage Market, a nursery, an open-air event, and an on-site farm to house livestock for milking, shows, exhibits, etc.
- **Northern Economic Development**  
This project is requesting funding to provide water infrastructure to the Town of Salem and the upper part of Oconee County in an effort to support community & economic development.
- **Recreation & Senior Center**  
This project is requesting funding to provide a gym, activity center, OCP, facilities to enhance the lives of people in the northern part of the county.

Capital Project Sales Tax Commission



PROJECTS RECOMMENDED TO  
OCONEE COUNTY COUNCIL

APRIL 15, 2014

ENTITY REQUESTED  
PROJECT AMOUNTS

Museum of the Cherokee Annex	\$ 290,000
Walhalla Water Plant Upgrade	\$ 250,000
Oconee County Indoor Recreation / Aquatic Center	\$11,600,000
Oconee County Library System Enhancement	\$15,548,500
Oconee 9/11 Memorial	\$ 120,000
Golden Corner Community Center	\$ 3,300,000
Oconee Heritage Center Multi-Site Renovations	\$ 125,000
Peachtree Agricultural Resource & Marketing Center	\$ 6,795,000
Northern Economic Development Recreation & Senior Center	\$ 1,150,000
	\$ 736,000
	\$39,824,500

Capital Project Sales Tax Commission



PROJECTS RECOMMENDED TO  
OCONEE COUNTY COUNCIL

APRIL 15, 2014

RECOMMENDED  
PROJECTS

## Capital Project Sales Tax Commission



### PROJECTS RECOMMENDED TO OCONEE COUNTY COUNCIL

APRIL 15, 2014

#### *CPSTC*

#### *Recommendations*

Oconee County Indoor Recreation / Aquatic Center	\$11,000,000
Oconee County Library System Enhancement / Seneca Branch	\$ 7,700,000
Oconee County Library System Enhancement / Walhalla Branch	\$ 1,040,000
Oconee County Library System Enhancement / Westminster Branch	\$ 1,300,000
Golden Corner Community Center / Library	\$ 4,374,280
Oconee Heritage Center Multi-Site Renovations	\$ 425,000
Foothills Agricultural Resource & Marketing Center	\$ 6,705,000
Northern Economic Development	\$ 1,150,000
Recreation & Senior Center / Salem Library Branch	\$ 2,770,480
• Recreation & Senior Center: \$736,280	
• Salem Library Branch: \$2,034,200	
	<b>\$36,464,760</b>

## Capital Project Sales Tax Commission



### PROJECTS RECOMMENDED TO OCONEE COUNTY COUNCIL

APRIL 15, 2014

#### We ask that Council make a motion to

[1] accept these projects as recommended including cost estimates, with the understanding that bonding is recommended for all or some of these projects and that the projects be initiated as early as possible within the term of the anticipated 8 year collection period, and

[2] if approved, direct staff to have an ordinance prepared for first reading at the May 7, 2014 County Council meeting.

*Lastly, the Commission requests a workshop meeting with Council after initiation or passage of the ordinance to receive direction regarding the Commission's role in providing information to the public regarding the projects & referendum.*

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
CAPITAL PROJECTS SALES TAX COMMISSION  
RESOLUTION**

WHEREAS, in accordance with Section 4-10-300, *et seq.*, of the Code of Laws of South Carolina, 1976, as amended (the "Act"), the governing body of a county may impose a one percent sales and use tax (a "Capital Project Sales Tax") by ordinance, subject to a referendum, within the county area for a specific purpose or specific purposes and for a limited amount of time; and

WHEREAS, pursuant to the Act, the governing body of a county is authorized to create a commission, consisting of six members, all of whom must be residents of the county, appointed as set forth in Section 4-10-320 of the Act, to consider proposals for funding capital projects within the county area, and to formulate the referendum question that is to appear on the ballot pursuant to Section 4-10-330(D) of the Act; and

WHEREAS, the Oconee County Council ("County Council"), being the governing body of Oconee County, South Carolina (the "County"), a body politic and corporate and political subdivision of the State of South Carolina, pursuant to its Resolution R2013-16 adopted on August 20, 2013, created the Oconee Capital Projects Sales Tax Commission (the "Commission") in accordance with Section 4-10-320 of the Act to consider proposals for funding capital projects within the County area and to formulate a referendum question regarding the imposition of a Capital Project Sales Tax which shall appear on a referendum ballot in accordance with the provisions of the Act; and

WHEREAS, the Commission has held meetings on January 16, 2014, January 22, 2014, January 30, 2014, February 19, 2014, February 26, 2014, March 10, 2014, March 13, 2014, and March 17, 2014 in order to receive comments and consider proposals for funding capital projects within the County area; and

WHEREAS, as a result of such meetings, and after considering the proposals for funding capital projects within the County area, the Commission has formulated a referendum question to appear on the ballot (subject to approval by ordinance of the County Council pursuant to Section 4-10-330 of the Act) for the general election to be held on November 4, 2014; and

WHEREAS, in accordance with Section 4-10-330(B) of the Act, it is anticipated that the County Council will impose the Capital Project Sales Tax, subject to referendum approval, by an enacting ordinance which will, among other things, set forth (a) the priority in which the net proceeds of the Capital Project Sales Tax will be expended for the projects set forth in the referendum question, and (b) a formula or system by which multiple projects may be funded simultaneously.

**NOW, THEREFORE, BE IT RESOLVED BY THE OCONEE COUNTY CAPITAL PROJECT SALES TAX COMMISSION, AS FOLLOWS:**

**Section 1. Referendum Ballot Question.** The Commission hereby presents to the County Council the following referendum question to appear on the ballot in accordance with Section 4-10-330(D) of the Act:

Must a special one percent sales and use tax be imposed in Oconee County, South Carolina (the "County") for not more than eight (8) years from the date of imposition to raise the amounts specified for the following purposes (including the costs of designing, constructing, improving, renovating, equipping, furnishing thereof, and acquiring any land necessary therefor) and, further, must the County be authorized to issue and sell, either as a single issue or as several separate issues, general obligation bonds (the "Bonds") of the County in the aggregate principal amount of not exceeding \$36,464,760 to pay for costs of the projects set forth below and pledge such sales and use taxes to the payment of the principal of and interest on the Bonds; provided, in the event such sales and use taxes are inadequate for the payment of the Bonds, the full faith, credit and taxing power of the County shall be pledged for the payment of the Bonds?

- (1) \$6,705,000 for the Foothills Agricultural Resource & Marketing Center which is anticipated to consist of an open air arena, farmers market, cannery, livestock barn and parking;
- (2) \$11,000,000 for the Oconee County Indoor Recreation / Aquatic Center which is anticipated to consist of an indoor aquatic center, fitness center and multi-purpose open space for programs;
- (3) \$7,700,000 for the Oconee County Library, Seneca Branch;
- (4) \$1,040,000 for the Oconee County Library, Walhalla Branch;
- (5) \$1,300,000 for the Oconee County Library, Westminster Branch;
- (6) \$4,374,280 for the Golden Corner Community Center/Library which is anticipated to consist of an Oconee County Library branch, YMCA satellite division, gymnasium, cannery and meeting rooms; and
- (7) \$2,034,280 for the Oconee County Library, Salem Branch;
- (8) \$1,150,000 for the Northern Economic Development Waterline Extension Project which is anticipated to consist of the installation and extension of water lines and related infrastructure from Park Avenue to Alexander Road along Highway 11, and from Park Avenue to Highway 11 along SC Route 130;
- (9) \$425,000 for the Oconee Heritage Center Multi Site Renovations which is anticipated to consist of the main museum facility located in Walhalla, the historic Westminster General Store and the historic Center Church located in Fairplay;
- (10) \$736,200 for the Salem Recreation & Senior Center which is anticipated to consist of a gymnasium and ancillary facilities.

INSTRUCTIONS TO VOTERS: All qualified electors desiring to vote in favor of imposing the sales and use tax for the stated purposes and authorizing the issuance and sale of the Bonds as described above shall vote "YES", and all qualified electors desiring to vote against imposing the sales and use tax for the stated purposes and authorizing the issuance and sale of the Bonds as described above shall vote "NO".

YES \_\_\_\_\_

NO \_\_\_\_\_


Section 2. Effective Date. This resolution shall be effective immediately upon its adoption.

Section 3. Repeal and Rescission. All resolutions of the Commission, if any, in conflict herewith are, to the extent of such conflict only, repealed and rescinded.

Adopted this 10<sup>th</sup> day of April, 2014.

OCONEE COUNTY CAPITAL PROJECT SALES  
TAX COMMISSION

  
\_\_\_\_\_  
Russell Price, Chairman

  
\_\_\_\_\_  
Thelma Miller, Vice Chair

  
\_\_\_\_\_  
Delinda Davis


  
\_\_\_\_\_  
Don Fuller

  
\_\_\_\_\_  
Glen McPheters

  
\_\_\_\_\_  
Mollie Smith

ATTEST:

BY:

  
\_\_\_\_\_  
Elizabeth Hulse, Capital Project Sales Tax Commission Staff Liaison  
Clerk to Council, Oconee County, South Carolina



# PUBLIC HEARING SIGN IN SHEET

## Oconee County Council Meeting

April 15, 2014 ~ ~ 6:00 p.m.

**Ordinance 2014-07** "AN ORDINANCE TO ESTABLISH THE OFFENSE, EXCEPTIONS, DEFINITIONS, AND PENALTIES OF DISTRACTED DRIVING IN OCDNEE COUNTY; AND OTHER MATTERS RELATED."

**Ordinance 2014-08** "AN ORDINANCE CALLING FOR A REFERENDUM TO AUTHORIZZE THE SOUTH CAROLINA DEPARTMENT OF REVENUE TO ISSUE TEMPORARY PERMITS TO ALLOW FOR THE POSSESSION, SALE, AND CONSUMPTION OF ALCOHOLIC LIQUORS BY THE DRINK TO BONA FIDE NONPROFIT ORGANIZATIONS AND BUSINESS ESTABLISHMENTS AUTHORIZED TO BE LICENSED FOR CONSUMPTION-ON-PREMISES SALES AND TO ALLOW THE SALE OF BEER AND WINE AT PERMITTED OFF-PREMISES LOCATIONS WITHOUT REGARD TO THE DAYS OR HOURS OF SALE; AND OTHER MATTERS RELATED THERETO."

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

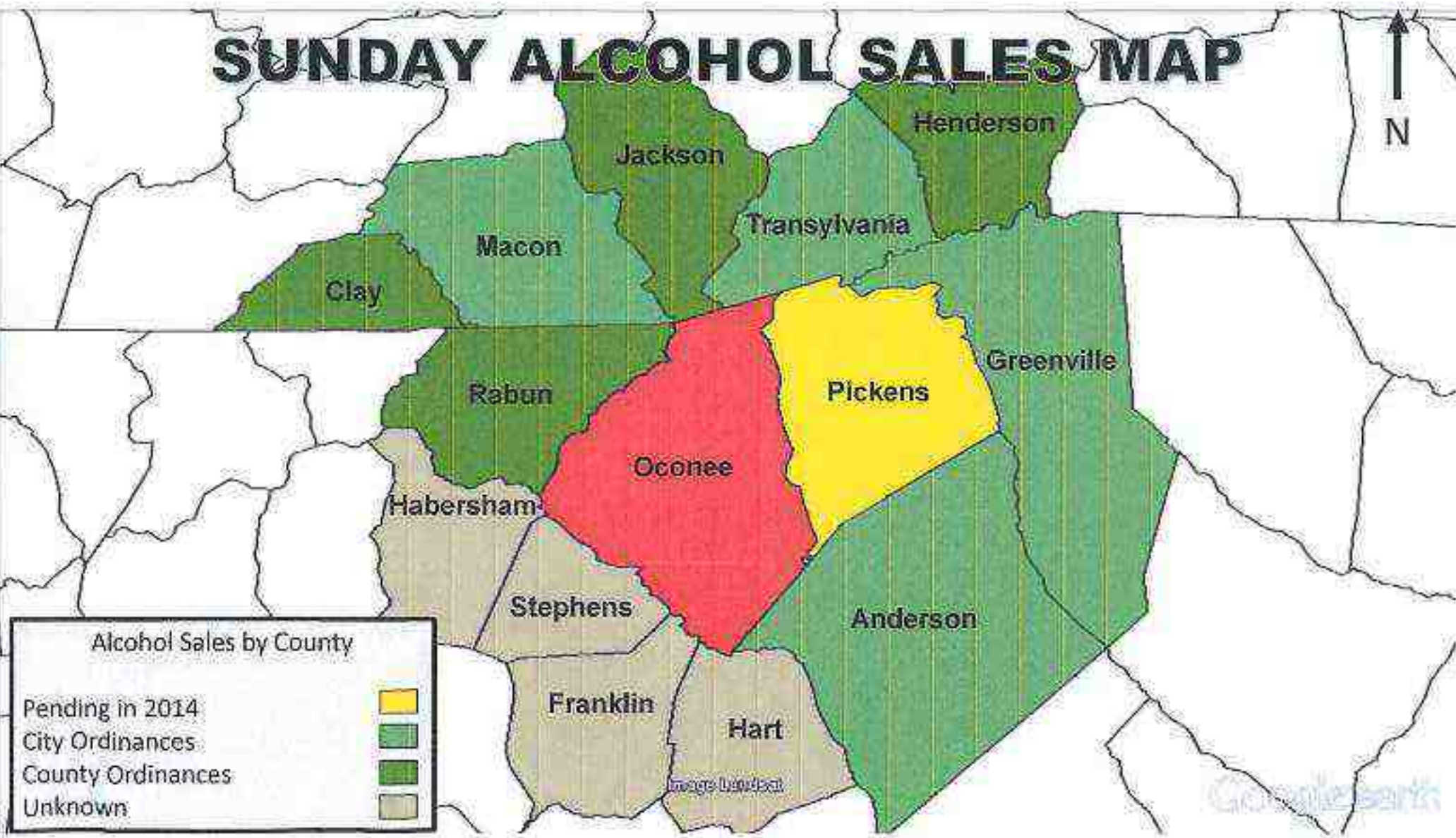
### PRINT Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	2014-07	2014-08
✓ 1. Jack O'MALLEY			✓
✓ 2. E. J. RUTSHINGTON			✓
✓ 3. J. DEAN WELLS - ADAMS			✓
✓ 4. Dick POTTERBANK			✓
5. Jillian LISK			✓
6. Shelly CRANSHAW		✓	
7. Amy FULTON		✓	
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# SUNDAY ALCOHOL SALES MAP



Alcohol Sales by County

- Pending in 2014 
- City Ordinances 
- County Ordinances 
- Unknown 

Image Text

Google Earth

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2014-07**

**AN ORDINANCE TO ESTABLISH THE OFFENSE, EXCEPTIONS,  
DEFINITIONS, AND PENALTIES OF DISTRACTED DRIVING IN OCONEE  
COUNTY; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Oconee County Council (the "County Council") has reviewed or received reports on national data indicating that texting and the use of cell phones, smart phones, and similar hand held devices create undue distractions for persons operating cars, trucks, and other vehicles on streets and highways; and

**WHEREAS**, such studies are reliably and clearly presented in the website of the United States Government at [DISTRACTION.GOV](http://DISTRACTION.GOV) and those findings are incorporated herein by reference; and

**WHEREAS**, County Council nonetheless recognizes that itemizing all types of distracted driving in Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), is not feasible and crafting an understandable ordinance to address all conceivable situations would undermine the opportunity to promote safe driving by addressing a substantial portion of those situations as provided here; and

**WHEREAS**, County Council finds it is in the best interest of the citizens and residents of Oconee County, and visitors to Oconee County to take action to improve the safety of our highways by permitting the use of mobile phones and other mobile communication devices by drivers of a moving vehicle only when such devices are used in a "hands free" device configuration, except as specifically authorized, herein; and

**WHEREAS**, County Council finds it necessary for the benefit of the citizens and residents of Oconee County, and visitors to Oconee County, and Oconee County law enforcement to clearly identify which activities are prohibited and which activities are permitted with regard to operating a vehicle while using a mobile hand held communication device; and

**WHEREAS**, County Council finds the clearest, most understandable, and most reasonably enforceable method of addressing the growing issue of drivers distracted by the use of mobile communication devices is to provide a bright line standard of permitting drivers of a moving vehicle to use mobile communication devices in a hands free mode only, with a very limited number of specific exceptions, only; and

**WHEREAS**, County Council finds operators of motor vehicles, motorcycles, mopeds, and bicycles, all while moving, who use mobile communication devices all pose similar dangers to the County's citizens, residents, and visitors;

**NOW, THEREFORE**, the following ordinance pertaining to distracted driving in Oconee County, South Carolina, is hereby ordained by Oconee County Council in lawful meeting duly assembled:

## **Distracted Driving**

**(a) *Offense:*** No person shall operate a moving motor vehicle, motorcycle, moped, or bicycle on, or in, a public street, public highway, public parking lot, or public parking garage in the unincorporated portion of Oconee County while using a mobile phone or other portable electronic communication device.

**(b) *Exceptions:*** The provisions of subsection (a), above, shall not apply to the following:

(1) The operator of a motor vehicle, motorcycle, moped, or bicycle that is legally parked at the time.

(2) The operator of a motor vehicle, motorcycle, moped, or bicycle who is using a mobile phone or other portable electronic communication device that is specifically designed and configured to allow hands free use and is being used in that manner at the time.

(3) The operator of a motor vehicle, motorcycle, moped, or bicycle using a mobile phone or other portable electronic communication device specifically to report a crime or emergency situation to the appropriate authorities.

(4) The operator of a motor vehicle, motorcycle, moped, or bicycle which is legally stopped or stationary in traffic. For example, a driver at a traffic control device waiting for a signal change may use said device without being “hands free”, but only while the vehicle is completely stationary.

(5) A law enforcement officer, firefighter, emergency medical services personnel, ambulance driver, or other similarly employed public safety personnel using a mobile phone or portable electronic communication device solely for emergency purposes in the performance of his or her official duties.

**(c) *Definitions:***

(1) *Bicycle* shall be given its plain and ordinary meaning of a two wheeled, human propelled conveyance. Bicycle shall include said human propelled conveyances with any number of wheels, including but not limited to three wheelers.

(2) *Mobile phone* means a mobile, wireless telephone.

(3) *Motor vehicle* is defined by Title 56, Chapter 1, Article 1, §56-1-10(7) of the South Carolina Code of Laws.

(4) *Motorcycle and moped* shall be defined by Title 56, Chapter 1, Article 1, §56-1-10(8) of the South Carolina Code of Laws.

(5) *Operate* means to drive a motor vehicle, motorcycle, moped, or bicycle.

(6) *Other portable electronic communication device* means a mobile phone, cellphone, text-messaging device, personal digital assistant, computer, tablet, or any other substantially similar wireless device that is used to initiate or receive a wireless communication or data. Other portable electronic communication device does not mean a direct connect, two-way, push button activated, voice radio.

(7) *Public* means owned, operated or maintained by a governmental entity or political subdivision of the State.

(8) *Using a mobile phone or other portable electronic communication device* means talking into, listening to a communication on, sending text messages with, reading text messages on the screen of, sending e-mail with, reading e-mail on the screen of, or viewing the screen of said device.

(a) A person who holds a mobile phone or other portable electronic communication device up to, or proximately near, his or her ear is presumed to be

using it to talk into or listen to a communication on said device in violation of this section.

(b) A person who holds a mobile phone or other portable electronic communication device while manipulating the keyboard or screen is presumed to be using it to read or send text messages, read or send e-mails, or view the screen of said device in violation of this section.

**(d) Penalties:**

(1) A violation of this Ordinance shall be punishable by a fine of:

(a) up to \$100 plus court costs for a first offense;

(b) up to \$200 plus court costs for a second offense occurring within one year of first offense; and

(c) up to \$300 plus court costs for a third or subsequent offense occurring within one year of a second offense.

(e) Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

(f) All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

(g) This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

Enacted this 15th day of April, 2014.

OCONEE COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_

Joel Thrift, Council Chairman,  
Oconee County Council  
Oconee County, South Carolina

ATTEST:

BY: \_\_\_\_\_

Elizabeth Hulse, Clerk to Council  
Oconee County, South Carolina

First Reading: March 18, 2014

Second Reading: April 1, 2014

Third Reading: April 15, 2014

Public Hearing: April 15, 2014

## Beth Hulse

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**From:** Michael L. Crenshaw <mcrenshaw@oconeelaw.com>  
**Sent:** Monday, April 14, 2014 10:03 AM  
**To:** Beth Hulse  
**Subject:** FW: Emailing: Manifesto - Texting while driving video - YouTube

FYI

TV Spot Showing Crash Highlights Crackdown on Motorist Texting Submitted by nsa\_admin on Mon, 2014-04-07 11:01  
Distracted driving caused 3,328 fatal crashes and 421,000 injury crashes in the United States in 2012, NHTSA figures say.

Ursula Zerilli  
Automotive News

DETROIT -- A commercial showing a truck crashing into the side of a car carrying two young women and a man will begin airing this month on national TV while police crack down on texting motorists.

The commercial is part of the U.S. Department of Transportation's new \$8.5 million TV, radio and digital advertising campaign to combat distracted driving. The tag line: "U Drive, U Text, U Pay." The new spot complements other DOT efforts at distraction.gov.

Distracted driving caused 3,328 fatal crashes and 421,000 injury crashes in the United States in 2012, according to the National Highway Traffic Safety Administration. The government definition of distracted driving includes activities such as eating, talking or adjusting the radio, but a total of 415 people died in crashes that cited use of cellphones as distractions in 2012. Data for 2013 aren't yet available.

"This campaign puts distracted driving on par with our efforts to fight drunk driving or to encourage seat belt use," U.S. Transportation Secretary Anthony Foxx said in a statement Thursday. "Across the country, we're putting distracted drivers on notice: If you're caught texting while driving, the message you receive won't be from your cellphone, but from law enforcement -- U Drive. U Text. U Pay."

Foxx announced during a press conference the new ad campaign and the nation's first high-visibility crackdown on distracted driving.

The crackdown combines heightened police enforcement of citations to motorists who are caught texting with the increased airing of public service announcements April 10-15. The commercial, produced by The Tombras Group, will air in English and Spanish April 7-15.

Police in states that have distracted driving laws are slated to participate. Thirty-seven states ban cellphone use by novice drivers and 43 states plus the District of Columbia, Puerto Rico, Guam and the U.S. Virgin Islands prohibit texting while driving.

The campaign kicks off National Distracted Driving Awareness Month and is based on two federally funded state programs in California and Delaware.

About 37 of 40 local police departments in the Sacramento, Calif., area issued 10,800 tickets to motorists talking or texting on cellphones during three specified periods between November 2012 and June 2013, when enforcement-based messaging was aired.

Observed hand-held cellphone use dropped from 4.1 percent to 2.7 percent between the specified time periods in California. In Delaware, 6,200 tickets were issued by all but one police department over the same period. Cellphone use dropped from 4.5 percent to 3.0 percent in Delaware by the end of the study, according to NHTSA.

NHTSA developed and paid for media and advertising spots in the state programs with the tag line "Phone in One Hand, Ticket in the Other."

Acting NHTSA Administrator David Friedman said in a statement: "National campaigns like 'Click It or Ticket' and local efforts like 'Phone in One Hand, Ticket in the Other' show that combining good laws with effective enforcement and strong public education campaigns can -- and do -- change unsafe driving behaviors."

...

-----Original Message-----

From: Michael L. Crenshaw

Sent: Monday, April 14, 2014 10:00 AM

To: bhulse@oconeesc.com

Subject: FW: Emailing: Manifesto - Texting while driving video - YouTube

Beth,

The below link is a new 30 sec. commercial that will start airing about the danger of texting while driving. FYI if council would want to show it before the 3rd reading on our ordinance tomorrow night.

-----Original Message-----

From: Michael L. Crenshaw

Sent: Monday, April 14, 2014 9:57 AM

To: Michael L. Crenshaw

Subject: Emailing: Manifesto - Texting while driving video - YouTube

Your message is ready to be sent with the following file or link attachments:

Shortcut to: [https://www.youtube.com/watch?v=S\\_-6EoNhitg](https://www.youtube.com/watch?v=S_-6EoNhitg)

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2014 -08**

**AN ORDINANCE CALLING FOR A REFERENDUM TO AUTHORIZE THE SOUTH CAROLINA DEPARTMENT OF REVENUE TO ISSUE TEMPORARY PERMITS TO ALLOW FOR THE POSSESSION, SALE, AND CONSUMPTION OF ALCOHOLIC LIQUORS BY THE DRINK TO BONA FIDE NONPROFIT ORGANIZATIONS AND BUSINESS ESTABLISHMENTS AUTHORIZED TO BE LICENSED FOR CONSUMPTION-ON-PREMISES SALES AND TO ALLOW THE SALE OF BEER AND WINE AT PERMITTED OFF-PREMISES LOCATIONS WITHOUT REGARD TO THE DAYS OR HOURS OF SALE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "County Code"), as amended, from time to time; and,

**WHEREAS**, certain business and nonprofit organizations within the County desire to have the ability to possess, sell, and offer for consumption alcoholic liquors by the drink on-premises and to sell beer and wine at permitted off-premises locations seven days a week, with no limitation on the days or hours upon which such beer and wine can be sold; and,

**WHEREAS**, pursuant to Section 61-6-2010(C)(4) of the Code of Laws of South Carolina, 1976, as amended (the "Code"), entitled *Temporary permits upon referendum vote*, a county or municipal governing body is authorized by ordinance to call for a referendum to be conducted at the next general election on the issue of allowing the issuance of a temporary permit to certain business and nonprofit organizations within the County to possess, sell, and offer for consumption alcoholic liquors by the drink on-premises and to sell beer and wine at permitted off-premises locations seven days a week, with no limitation on the days or hours upon which such beer and wine can be sold; and,

**WHEREAS**, pursuant to Section 61-6-2010(C)(4) of the Code, the County Council seeks to call for a referendum and have the Oconee County Election Commission conduct the referendum and place a question on the ballot at the next general election to be held on November 4, 2014 to determine if the qualified electors shall allow for the issuance of a temporary permit to certain business and nonprofit organizations within the County to possess, sell, and offer for consumption alcoholic liquors by the drink on-premises and to sell beer and wine at permitted off-premises locations seven days a week, with no limitation on the days or hours upon which such beer and wine can be sold:

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the law and Constitution of the State, and is consistent with and does not violate State law.
2. Pursuant to the authority granted in Section 61-6-2010(C)(1)(b) of the Code, the County Council hereby requests that the Oconee County Election Commission place the following question, attached hereto as Exhibit A, which is hereby incorporated herein as fully as if set forth verbatim herein, on the ballot at the next general election to be held on November 4, 2014, and to cause a notice to be published in the newspaper of general circulation at least seven (7) days before the referendum. The deadline to submit the referendum question to the Oconee County Election Commission is noon on Friday August 15, 2014.
3. The County Administrator is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in Exhibit A hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
6. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
7. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this 15th day of April, 2014.

**ATTEST:**

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Elizabeth Hulse,  
Clerk to Oconee County Council

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Joel Thrift,  
Chairman, Oconee County Council

First Reading:        March 18, 2014  
Second Reading:     April 1, 2014  
Public Hearing:        April 15, 2014  
Third Reading:        April 15, 2014



**EXHIBIT A**  
(Referendum Question)

“Shall the South Carolina Department of Revenue be authorized to issue temporary permits in Oconee County for a period not to exceed twenty-four hours to allow the possession, sale, and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments authorized to be licensed for consumption-on-premises sales and to allow the sale of beer and wine at permitted off-premises locations without regard to the days or hours of sales?”

STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2014-06**

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK (SERENE HOSPITALITY, LLC) IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER FEE IN LIEU OF *AD VALOREM* TAXATION WITHIN SAID PARK; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THE CREATION OF THE PARK WITHIN THE CITY LIMITS OF THE CITY OF SENECA AND THE DISTRIBUTION OF CERTAIN FEES IN LIEU OF *AD VALOREM* TAXES DUE TO OCONEE COUNTY FROM THE PARK, AND THE PAYMENT BY OCONEE COUNTY TO THE CITY OF SENECA OF AN ECONOMIC DEVELOPMENT GRANT, SOLELY FOR THE USE OF THE CITY OF SENECA FOR SERENE HOSPITALITY, LLC; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND SERENE HOSPITALITY, LLC; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT IN FAVOR OF SERENE HOSPITALITY, LLC.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (the "Code"), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the "Act"), to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the

general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park Act"), to enter into agreements ("Park Agreements") with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, Serene Hospitality, LLC (the "Company"), a limited liability company, duly authorized to do business in South Carolina, and, in fact, already doing business in the State, has acquired by construction or purchase or lease/purchase certain land and buildings, and by construction or purchase certain furnishings, fixtures, machinery, apparatus, and equipment, for the development of a hotel facility in the County (the "Project"), which resulted or will result in an expected total investment of Nine Million Dollars (\$9,000,000) in the County, which would be subject to this Agreement, all within the meaning of the Act, and the creation of new, full-time jobs in the County, during the period beginning with the first day that real or personal property comprising the Project was purchased or acquired and ending five (5) years after the last day of the Company's property tax year during which the Project is placed in service (the "Initial Investment Period"); and

WHEREAS, the County has determined that the Project, and recruitment of the Company to Oconee County and the City of Seneca (the "City"), would be aided by the availability of the assistance which the County and City might render through (1) the inclusion and retention of the Project and the other real and personal property of the Company located at the Project site in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the "Park" or the "Joint-County Park"), with the consent of the City; (2) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act (the "Infrastructure Credits"), to partially reimburse the Company for economic development infrastructure serving the County; (3) the provision of an infrastructure grant to the City to aid in providing infrastructure for the Project; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the Park payments-in-lieu-of-taxes from the Project in the Park would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County, or a charge or pledge against the full faith, general credit, or taxing power of the County; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the manufacturing footprint and tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of an Infrastructure Financing Agreement with the Company to grant infrastructure credits to the

Company, an amendment to the Intergovernmental Agreement with the City, and a ratification of the Park Agreement, pursuant to this Ordinance of the County Council, and on the terms and conditions set forth therein; and

WHEREAS, the County has previously enacted its ordinance 2012-17, on September 17, 2013, which authorized the infrastructure credits referred to herein; and

WHEREAS, the County has previously enacted its Ordinance 2013-28, on October 15, 2013, which authorized a Park with Pickens County, with the consent of the City, which Park is now in existence, and authorized an Intergovernmental Agreement, dated November 12, 2013, with the City, which Intergovernmental Agreement is now in existence; and

WHEREAS, the Project has now been completed, and County Council desires to make the terms of the incentives offered to the Company fit the actual investment by the Company, and otherwise to approve and ratify the incentives with the Company; ratify and approve the terms and provisions of an intergovernmental agreement and infrastructure grant with the City, amending the Intergovernmental Agreement dated November 12, 2013; approve, ratify, and affirm all acts and actions of the County previously undertaken in furtherance of the Project and as described herein; and authorize the execution and delivery of the documents described herein; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the County, and the City, the County proposes to ratify the agreement with Pickens County, with the consent of the City, by the Amending Agreement, to develop jointly the Park (Serene Hospitality, LLC) wholly within Oconee County and the City as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"), and to authorize the Amending Agreement, and the Infrastructure Financing Agreement with the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

Section 1. Oconee County has previously executed and delivered a written agreement dated as of November 18, 2013, to jointly develop an industrial and business park (the "Park") with Pickens County, with the approval of any municipality (the City) within which the Park property shall lie. The Park is located within the boundaries of Oconee County. The form, terms, and provisions of the joint county industrial and business park agreement (the "Agreement") dated as of November 18, 2013, presented to this meeting and filed with the Clerk of the Oconee County Council be and they are hereby ratified and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. Because all or a portion of the Park property is located within the municipal limits of the City of Seneca, the City of Seneca consented to creation of this Park. An Intergovernmental Agreement dated as of November 12, 2013, has been executed between the County and the City through which, among other things, as discussed further herein, the City of Seneca consents to creation of the Park, containing the Company property and the property of Technology Solutions of SC, Inc., within its municipal limits, in return for the County's agreement to distribute to the City of Seneca the City's proportionate share (based on the City's proportionate share of the millage from

which Park fees in lieu of taxes are calculated in the year of taxation) of the Oconee County portion of the fee in lieu of tax revenues from the Park, after payment of the 1% partner county fee to Pickens County from the overall Oconee County revenues from the Park, and after payment of any special source revenue credit or bond authorized from such revenues. The County is hereby authorized to execute and deliver an amendment to the Intergovernmental Agreement with the City of Seneca (the "Amending Agreement"). The form, terms, and provisions of the Amending Agreement presented to this meeting and filed with the Clerk of the Oconee County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Amending Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amending Agreement in the name and on behalf of the County. The Amending Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amending Agreement now before this meeting.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. Any business or industrial enterprise locating in the Park shall pay a fee-in-lieu of *ad valorem* taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of *ad valorem* taxes shall be paid to the Oconee County Treasurer. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within five (5) business days following the end of the calendar quarter of receipt for distribution, in accordance with the Agreement. Payments of user fees shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. The administration, development, promotion, and operation of the Park shall be the responsibility of Oconee County. Provided, that to the extent any Park premises is owned by a private developer or entity, the developer or entity shall be responsible for development expenses as contained in the Agreement.

Section 5. In order to avoid any conflict of laws or ordinances between the Counties, Oconee County ordinances and the ordinances of the City of Seneca (if the Serene Hospitality, LLC Project and the Technology Solutions of SC, Inc. project are in or annexed into the City) will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 6. Law enforcement agencies for Oconee County and the City of Seneca (if the Serene Hospitality, LLC Project and the Technology Solutions of SC, Inc. project are in or annexed

into the City) will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park. Water, sewer and fire services will be provided by the entities which provide such services for the geographic location of the Park in Oconee County or the City of Seneca. EMS service will be provided by Oconee County or the City of Seneca, or both.

**Section 7.** The Amending Agreement shall also address, ratify, and affirm an economic development grant (the "Grant") made by the County to the City, to pay for a portion of the infrastructure necessary to induce Serene Hospitality, LLC to locate and build in the City and County, and to support the construction and operation of the Serene Hospitality, LLC Project, and to support the continued economic development of the City and County. Oconee County Council hereby finds and declares that economic development of the City and County is a public purpose, that the Grant will be used for economic development of the City and County, that the Grant will be used for a public purpose and, to the extent used for public infrastructure, for public use, that the City is providing city funds to induce the construction and operation of the Project, and that the Grant and the city funds are likely to cause the Project to locate in the City and County, thus adding to the tax base of both, and creating additional employment in both, all of which are public purposes of economic development. County Council hereby approves and ratifies the Grant, as set forth in greater detail in the Amending Agreement.

**Section 8.** Oconee County hereby designates that the distribution of the fee-in-lieu of *ad valorem* taxes pursuant to the Agreement and the Intergovernmental Agreement, as amended by the Amending Agreement, with the City of Seneca, received and retained by Oconee County for Park premises shall be as directed by Oconee County Council, including, without limitation, by and through its annual budget ordinance and the Agreement and the Intergovernmental Agreement with the City of Seneca, as amended by the Amending Agreement, provided that the County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities, except as otherwise regulated by law or agreement. All taxing entities levying *ad valorem* taxes or property located within the Park shall receive some distribution of *ad valorem* taxes, after distribution of the payment of the partner county fee and payment for any special source revenue bonds or credits, as provided herein and in the Intergovernmental Agreement, as amended by the Amending Agreement. Zero percent (0%) of the fee-in-lieu-of-tax payments from the Park shall be paid to any taxing entity, other than those designated by Oconee County Council, herein, or in the Agreement or in the Intergovernmental Agreement, as amended by the Amending Agreement, or otherwise. A portion of the fee-in-lieu of *ad valorem* taxes which Oconee County and/or the City of Seneca receives and retains pursuant to the Agreement for Park premises may be, from time to time and by ordinance of Oconee County Council, or Seneca City Council, or their successors, respectively, designated for the payment of special source revenue bonds or applied as a credit ("Special Source Revenue Credit, or SSRC") against qualifying infrastructure as provided for in Title 4, Chapters 1, 12 or 29, and Title 12, Chapter 44 of the South Carolina Code of Laws, 1976, as amended. Specifically, but without limitation, Oconee County authorizes and directs that an SSRC of up to Seven Hundred Thousand Dollars (\$700,000) be made available to the Company from payments made by the Company for the Project in the Park, all as set forth more fully in the Infrastructure Financing Agreement ("IFA") attached hereto and hereby incorporated herein by reference as fully as if set forth verbatim herein. The IFA is to be in substantially the form attached hereto or with such changes therein as shall not be adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of IFA now

before this meeting. Nothing contained herein, however, shall alter the distribution pursuant to the Intergovernmental Agreement, as amended by the Amending Agreement, except as and unless mutually agreed upon in writing by Oconee County and the City of Seneca.

Section 9. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 10. The Agreement, as ratified herein, may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council, in accordance with the terms of the Agreement.

Enacted this 15th day of April, 2014.

OCONEE COUNTY, SOUTH CAROLINA

BY:

\_\_\_\_\_  
Joel Thrift, Council Chairman,  
Oconee County Council  
Oconee County, South Carolina

ATTEST:

BY:

\_\_\_\_\_  
Elizabeth Hulse, Clerk to Council  
Oconee County, South Carolina

First Reading: March 4, 2014 [title only]  
Second Reading: March 18, 2014  
Public Hearing: April 1, 2014  
Third Reading: April 15, 2014

STATE OF SOUTH CAROLINA	)	AMENDING
	)	INTERGOVERNMENTAL
COUNTY OF OCONEE	)	AGREEMENT
	)	
CITY OF SENECA	)	AN INTERGOVERNMENTAL
	)	AGREEMENT BETWEEN
	)	OCONEE COUNTY, SOUTH CAROLINA
	)	AND THE CITY OF SENECA,
	)	SOUTH CAROLINA, AMENDING THAT
	)	CERTAIN INTERGOVERNMENTAL
	)	AGREEMENT BETWEEN THE SAME
	)	PARTIES DATED AS OF NOVEMBER
	)	12, 2013, PERTAINING TO THE
	)	CREATION OF A JOINT COUNTY
	)	INDUSTRIAL AND BUSINESS PARK
	)	WITHIN OCONEE COUNTY AND THE
	)	CITY OF SENECA (SERENE
	)	HOSPITALITY, LLC AND TECHNOLOGY
	)	SOLUTIONS OF SC, INC.)

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”) is empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended (the “Code”), and specifically, Title 4, Chapter 1 (the “Multi-County Park Act”) to enter into agreements with other counties within the State of South Carolina for the purpose of creating multi-county industrial and business parks (“MCIP”), pursuant to which certain state tax credits are made available to investors locating, improving, or expanding projects within such parks, through which the economic development of the county and the state will be promoted and trade developed by inducing manufacturing and certain other business enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower and resources of the State of South Carolina; and

WHEREAS, the City of Seneca, South Carolina (the “City”) and the County have worked together to induce the location, construction, and operation of a hotel project to be located within the City and County which has resulted or will result in the investment of an expected Nine Million Dollars (\$9,000,000) or more and the creation of jobs and new, full-time jobs in the City and the County (the “Serene Hospitality, LLC Project”) and another economic development project in the City (the “Technology Solutions of SC, Inc. Project”); and

WHEREAS, the Multi-County Park Act requires the consent and approval of the City before an MCIP can be created by the County within the corporate limits of the City; and

WHEREAS, the Serene Hospitality, LLC Project and Technology Solutions of SC, Inc. Project are in or will be in the City limits and the City and County desire for them to also be in a MCIP, in order to enhance the economic development potential of the site through the



availability of enhanced job creation tax credits in MCIPs and through the availability of the use of certain tax credits in MCIPs; and

WHEREAS, the City and the County both desire for the MCIP for the Serene Hospitality, LLC Project and Technology Solutions of SC, Inc. Project (collectively, the "Projects") to result in distribution, by the County, of non-negotiated fee in lieu of tax ("MCIP FILOT") and negotiated fee in lieu of tax ("FILOT") revenues from inside the MCIP to go to each of the taxing entities levying millage within the boundaries of the MCIP in the same proportion and ratio, and for the same purposes, as the millage levy of each bears to the overall millage levy at that site in the tax year in which such levies are made, after deduction of the partner county fee to the MCIP partner county, and after deduction of any special source revenue credit ("SSRC") or bond ("SSRB") authorized by the City and/or County, respectively, to any businesses or industry locating in the Projects MCIP; and

WHEREAS, the City and County both desire to establish a mechanism by and through which either may authorize its own, respective, MCIP FILOT revenues to be used for a SSRC or SSRB, in their entirety, and may jointly agree, by resolution of each, for SSRCs or SSRBs to be issued from all or a part of the entire Projects MCIP FILOT revenues; and

WHEREAS, the City desires to consent to the County placing the Projects' site, within the corporate limits of the City, into an MCIP, with the understanding and agreement that the County, in distributing the fee in lieu of tax revenue from the MCIP, will protect and distribute to the City the City's proportionate (based upon the City's proportionate percentage of the overall millage levied, upon which the fee in lieu of tax revenues are based, in any given year in which such levy is made) percentage of the fee in lieu of tax revenues collected and distributed by the County, after payment of the partner county fee for the MCIP to Pickens County, South Carolina and distribution of any SSRCs or SSRBs authorized by the City or County, or both; and

WHEREAS, the Projects' sites have heretofore been placed into a MCIP with Pickens County, by an MCIP Agreement dated as of November 18, 2013, which the City and County desire to hereby ratify and affirm; and

WHEREAS, the County agrees with the City's position regarding distribution of fee in lieu of tax revenues from the MCIP and desires to ratify the MCIP Agreement in accordance with that understanding; and

WHEREAS, the City and the County desire to make and ratify and affirm an economic development grant (the "Grant") from the County to the City, to pay for a portion of the infrastructure necessary to induce Serene Hospitality, LLC to locate and build in the City and County, and to support the construction and operation of the Serene Hospitality, LLC Project, and to support the continued economic development of the City and County. Oconee County Council and the City of Seneca City Council ("City Council") hereby find and declare that economic development of the City and County is a public purpose, that the Grant has been, and will be used for economic development of the City and County, that the Grant has been, and will be used for a public purpose and, to the extent used for public infrastructure, for public use, that the City is providing and has provided city funds to induce the construction and operation of the

Project, and that the Grant and the city funds were instrumental in causing the Project to locate in the City and County, thus adding to the tax base of both, and creating additional employment in both, all of which are public purposes of economic development. County Council hereby approves the Grant, and City Council hereby approves acceptance of the Grant, all as set forth in greater detail in this Amending Intergovernmental Agreement.

WHEREAS, the County and the City have reduced their mutual understandings regarding the City's consent to and ratification of the County's creation of the MCIP, to include the Projects' respective property and site, and the mutual understanding regarding distribution of fee in lieu of tax revenue from the MCIP and their mutual understanding regarding the terms and conditions regarding the Grant, to this Amending Intergovernmental Agreement, amending, in certain limited regards and particulars, only, that Intergovernmental Agreement between the same parties, hereto, dated as of November 12, 2013, only as provided herein and otherwise ratifying and affirming the Intergovernmental Agreement dated as of November 12, 2013, and now desire to authorize the execution and delivery of this amending Intergovernmental Agreement (the "Amending Intergovernmental Agreement"):

NOW, THEREFORE, it is hereby agreed between Oconee County and the City of Seneca that:

1. The Intergovernmental Agreement dated as of November 12, 2013, is hereby amended in the following regards and particulars:

A. The City of Seneca hereby affirms its consent and continues to consent to the creation by Oconee County, in conjunction with a partner county (Pickens County), of an MCIP within or to be within the City of Seneca, containing, among other possible properties, the Serene Hospitality, LLC property, and the Technology Solutions of SC, Inc. property, all dependent upon the County agreeing to the following terms.

B. Oconee County and the City of Seneca hereby agree that the County's distribution of fee in lieu of tax revenues from the MCIP which is the subject of this Agreement shall protect and include distribution to the City of Seneca of the City's proportionate (based upon the City's proportionate percentage of millage levied within the MCIP, compared to the overall millage levied within the MCIP, in the year of taxation) fee in lieu of tax revenues from the MCIP, in the year of taxation, following distribution to the MCIP partner county (Pickens County) of the partner county's MCIP fee payment (1%), and distribution of any SSRCs or SSRBs authorized by the City or County, or both.

C. The City and the County may each, without approval of or consultation with the other, authorize the use of SSRCs or SSRBs, or both, based on use of their own MCIP FILOT revenue (based on their own, respective, millage levies). For the issuance or authorization of SSRCs or SSRBs using any other MCIP FILOT revenue, the approval of both the City and County, by resolution, respectively, of each (which approval is subject to normal legislative approval process) is required. The City and County hereby agree to the County authorizing a SSRC to Serene Hospitality, LLC, in the amount of up

to Seven Hundred Thousand Dollars (\$700,000) to partially reimburse Serene Hospitality, LLC for infrastructure for its Project, to be taken at the rate of \$35,000 credit against taxes paid for its Project in the MCIP, annually for twenty (20) years, if Serene Hospitality, LLC maintains its Project in the MCIP that long.

D. The County and the City agree that the County shall make and has made the Grant to the City in the total amount of One Million Dollars (\$1,000,000), on the following terms and conditions:

(1) The Grant is to be and has been used by the City exclusively for economic development infrastructure (as defined in Section 4-29-68 of the South Carolina Code of Laws, 1976, as amended) serving, and making possible, the Serene Hospitality, LLC Project;

(2) The Grant will be and has been paid to the City by the County in two equal payments of Five Hundred Thousand Dollars (\$500,000) each, the first at the time construction began on the Serene Hospitality, LLC Project and the second at the time the final required approval for use and occupancy of Serene Hospitality, LLC, was given by all appropriate and required authorities;

(3) The City utilized and paid out the first half of the Grant in proportionate ratios to its own funds paid out for the Serene Hospitality, LLC Project;

(4) The City and the County had agreed that, should the Serene Hospitality, LLC Project not be completed and opened for commercial, hotel use within eighteen (18) months after the first half of the Grant being made to the City, the County's obligation to pay the second half of the Grant to the City would automatically be cancelled and voided without further action by City or County required, absent extraordinary, intervening circumstances, such as an Act of God, and absent further agreement between City and County, and the City would return any unused portion of the first half of the Grant to the County, along with a proportionate (based on the respective City/County contributions to the Project) of any monies recovered by the City from Serene Hospitality, LLC. The Serene Hospitality, LLC hotel was opened within said eighteen (18) months, so that condition was met and this provision is now moot.

(5) In using the County Grant, the City will follow and did follow all of its own laws, procedures, regulations, and practices for use of public funds and will provide County with a periodic (at least quarterly) summary of the use of County economic development Grant funds.

2. All other terms and provisions of the Intergovernmental Agreement dated as of November 12, 2013, remain in full force and effect, except as amended herein, explicitly or by implication.

3. Should any part, term, or provision of this Amending Intergovernmental Agreement be finally declared to be invalid or otherwise enforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder, all of which are hereby declared to be separable.

4. Agreed upon and entered into as of the 1<sup>st</sup> day of January, 2014.

**Witness:**

\_\_\_\_\_  
\_\_\_\_\_

**OCONEE COUNTY, SOUTH CAROLINA**

**By:**

\_\_\_\_\_  
Joel Thrift, Council Chairman  
Oconee County Council  
Oconee County, South Carolina

**Witness:**

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF SENECA, SOUTH CAROLINA**

**By:**

\_\_\_\_\_

**Its: Mayor**

## INFRASTRUCTURE FINANCING AGREEMENT

THIS INFRASTRUCTURE FINANCING AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 2014 (the "Agreement"), between OCONEE COUNTY, SOUTH CAROLINA, a body politic and corporate, and Serene Hospitality, LLC, a limited liability company authorized to do business in South Carolina, (the "Company").

### WITNESSETH:

**WHEREAS**, the County, acting by and through its County Council (the "County Council") is authorized by Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Code"), to provide special source revenue credits, secured by and payable solely from revenues of the County derived from payments in-lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, and sections 4-1-170 and 4-29-68 of the Code for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

**WHEREAS**, in accordance with the provisions of Oconee County Ordinance 2012-17, enacted on September 17, 2013, and the Agreement(s) which it authorized, the Company has previously committed to expand by construction and purchase, certain hotel facilities in the County, including paying a portion of the cost of certain infrastructure of the County serving the expansion (the "Project"); and

**WHEREAS**, the County and Pickens County, South Carolina have established a joint county industrial and business park (the "Park"), with the consent of the City of Seneca, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code and that certain MCIP Agreement dated November 18, 2013; and

**WHEREAS**, the property on which the Project is located is included within the Park; and

**WHEREAS**, pursuant to the provisions of the Park Agreement (as defined herein), and an Intergovernmental Agreement (as amended) (the "Amending Intergovernmental Agreement") between the County and the City of Seneca, South Carolina (the "City"), the owners of all property located within the Park are obligated to make or cause to be made payments-in-lieu of tax to the County, which such payments-in-lieu of tax are to be distributed according to the Park Agreement and the Amending Intergovernmental Agreement, to Pickens County and to Oconee County, in the total amount equivalent to the *ad valorem* property taxes or negotiated fees-in-lieu of taxes that would have been due and payable but for the location of the property within the Park; and

**WHEREAS**, pursuant to and as explained in the Ordinance 2012-17, the County agreed to provide special source revenue credits (SSRC's) to reimburse the Company for a portion of

the Company's costs of eligible and qualifying Infrastructure (as defined herein) for the Project by means of providing an annual credit of up to Fifty Thousand Dollars (\$50,000) against the Net Fee Payments (as defined herein) paid by the Company on behalf of the Project and adjacent parcels of real property owned by the Company in the Park for a period of up to twenty (20) years, up to a total of One Million Dollars (\$1,000,000) as part of an overall incentive package, for the Project, from the City and the County of Three Million Dollars (\$3,000,000), based on the developer investing Ten Million Dollars (\$10,000,000) in the Project; and

**WHEREAS**, after completion of the Project, the actual investment made by the Company is now known, and the terms of the SSRC's can be spelled out more precisely, to match the actual amount of the Company's expenditures on the Project and its infrastructure; and

**WHEREAS**, the developer invested Nine Million Dollars (\$9,000,000) in the Project, a ten percent (10%) decrease from the expected investment of Ten Million Dollars (\$10,000,000), so the County, by this Agreement, will decrease the total incentives for the Project by a similar ten percent (10%), or by a total reduction of Three Hundred Thousand Dollars (\$300,000); and

**WHEREAS**, by Ordinance No. 2014-06, duly enacted by the County Council on April 15, 2014, following a public hearing conducted on April 1, 2014, in compliance with the terms of the Act (as defined herein), the County Council of the County has duly authorized execution and delivery of this Agreement, to define the actual terms of the SSRC to be provided to the Company, in accordance with the terms of the Amending Intergovernmental Agreement.

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

"Act" shall mean, collectively, Chapters 1 and 29 of Title 4 of the Code of Laws of South Carolina 1976, as amended.

"Agreement" shall mean this Infrastructure Financing Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

"City" shall mean the City of Seneca, South Carolina, a South Carolina municipal corporation.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended.

“Company” shall mean, collectively, Serene Hospitality, LLC, a limited liability company duly authorized to do business in South Carolina, and its successors and assigns.

“Cost” or “Cost of the Infrastructure” shall mean, to the extent permitted by the Act, the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of the Agreement: (a) obligations incurred for real property, labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the costs of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which costs are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs of any kind which may be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

“County Council” shall mean the County Council of the County.

“Event of Default” shall mean, with reference to this Agreement, the occurrence described in Section 6.01 hereof.

“Fee Payments” shall mean payments-in-lieu of taxes made by the Company with respect to the Project and adjacent parcels of real property owned by the Company by virtue of their location in the Park, as such parcels are described in the Park Agreement.

“Infrastructure” shall mean, with respect to the Project, (i) land purchase and grading, (ii) the buildings, roads, water and sewer facilities and other utilities serving the Project (to the extent not paid for with state, local or federal grants), (iii) all land, improvements, and fixtures attached to and so related to any of the property described in the foregoing clauses as to be considered an integral part of such property, and (iv) personal property of the Company used in the Company’s manufacturing processes at the Project (“M&E”), all to the extent qualified as infrastructure under the Act and only to the extent placed in service during the Initial Investment Period.

“Infrastructure Credit” or “Credit” shall mean the special source revenue credit, or SSRC, in the amount set forth in Section 3.02 hereof against the Company’s Net Fee Payments as authorized by the Act to reimburse the Company for a portion of the Cost of the Infrastructure.

“Initial Investment Period” shall mean the first day that real or personal property comprising the Project is purchased or acquired and ending five (5) years after the last day of the company’s property tax year during which Project property is initially placed in service.

“Multi-County Fee” shall mean the fee payable by the County to Pickens County, South Carolina, pursuant to the Park Agreement.

“Net Fee Payments” shall mean the Fee Payments retained by the County after payment of the Multi-County Fee.

“Ordinance” shall mean Ordinance No. 2014-06 enacted by the County Council of the County on April 15, 2014, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the joint county industrial and business park agreement entered into by and between the County and Pickens County, South Carolina, with the consent of the City of Seneca, South Carolina, as from time to time amended.

“Park” shall mean the Joint County Industrial and Business Park established by the County and Pickens County pursuant to the terms of the Park Agreement.

“Project” shall mean the Company’s acquisition by construction or purchase of certain land, buildings, equipment, furnishings, structures, fixtures, appurtenances and other materials for hotel and related operations in the Park within the County, only to the extent that such property be placed in service during the Initial Investment Period.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01. Representations by the County. The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council of the County, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to reimburse the Company for a portion, only, of the Cost of the Infrastructure for the purpose of promoting the economic development of the County.

(c) To the best of its knowledge, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such violation would affect the validity or enforceability of this Agreement.



(d) To the best of its knowledge, the authorization, execution, and delivery of this Agreement, and the compliance by the County with the provisions hereof, will not conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree or order, or any provision of the South Carolina Constitution or laws of the State relating to the establishment of the County or its affairs, or any agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound.

(e) There is not, to the County's knowledge, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board, which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the County is there any basis therefor.

**SECTION 2.02. Representations by the Company.** The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is in good standing, under the laws of the State of South Carolina, has the power to enter into this Agreement, and by proper Company action has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) The provision of Infrastructure Credits to the Company to reimburse the Company for a portion of the cost of the Infrastructure by the County has been instrumental in inducing the Company to acquire, construct and maintain the Project in the County and in the State of South Carolina.

(e) There is not, to the Company's knowledge, any action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board,

which is pending or threatened challenging the creation, organization or existence of the Company or its governing body or the power of the Company to enter into the transactions contemplated hereby, or wherein an unfavorable decision, ruling or finding would adversely affect the enforceability, of this Agreement or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefor.

SECTION 2.03. Covenants of the County.

(a) The County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers, privileges, and franchises; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

SECTION 2.04. Covenants of the Company.

(a) The Company has invested, or will invest during the Initial Investment Period, not less than Nine Million Dollars (\$9,000,000) in the overall Project.

(b) The Company shall hold harmless Indemnified Parties (as defined herein) against and from all claims by or on behalf of any person, firm or company arising from the conduct or management of, or from any work or thing done on the Project, during the term of the Agreement, except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Company shall further indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of the Agreement directly from (i) any condition of the Project, (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Agreement, (iii) any act of the Company or any of its agents, contractors, servants, employees or licensees, involving the Project, (iv) any act of any assignee or sublessee of the Company or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company involving the Project, or (v) any environmental violation, condition, or effect on, upon or caused by the Project except for those proximately caused by the gross negligence or willful misconduct of such Indemnified Parties. The Company, as to the Project, shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, except for those proximately caused by the gross negligence or willful misconduct of such

Indemnified Parties and upon notice from an Indemnified Party, the Company, respectively, shall defend it in any such action, prosecution or proceeding with legal counsel reasonably acceptable to the County.

Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the execution of this Agreement, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the Indemnified Parties should incur any such pecuniary liability, then in such event the Company, as to the Project, shall indemnify and hold them harmless against all claims by or on behalf of any person, firm or company, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company, as to the Project, shall defend them in any such action or proceeding with legal counsel reasonably acceptable to the County.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after closing which the County and Company are requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

(c) The Company shall pay the reasonable and necessary expenses, including the ordinary and reasonable attorneys' fees, incurred by the County with respect to the Project and this Agreement; provided, however, that no such expense shall be considered owed by the Company unless and until the County furnishes to the Company a statement or invoice in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expenses or stating the basis on which the expense has been or will be computed.

(d) The Company will provide sufficient information to the County legal and economic development staff, including, without limitation, copies of property tax filings made by the Company to the S.C. Department of Revenue with regard to the Project and the Company's other property in the Park, to allow County staff to verify the company's investment, jobs creation, and credits received hereunder, annually. Further, the Company will reasonably cooperate with County in performing such verification. In return, whenever such filings or cooperation involve the use of confidential, proprietary, or business secret information which can be lawfully exempted from public disclosure, and the Company identifies such information to the County, the County will reasonably cooperate with the Company to restrict disclosure of such filings or information to just that which is legally required to be disclosed.

### ARTICLE III

#### INFRASTRUCTURE CREDIT

**SECTION 3.01. Payment of Cost of Infrastructure.** The Company agrees to pay, or cause to be paid, the Costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Company. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

**SECTION 3.02. Special Source Revenue Credits.**

(a) Commencing with the first Fee Payment by the Company due with respect to the property tax year in which Project property is initially placed in service, and continuing for up to nineteen (19) consecutive annual Fee Payments thereafter (for a total of up to twenty (20) annual Fee Payments), the County shall hereby provide an annual Infrastructure Credit of up to Thirty-five Thousand Dollars (\$35,000) of the Net Fee Payments made by the Company on behalf of the Project and adjacent parcels of real property presently owned by the Company in the Park, pursuant to the Park Agreement, which is not already receiving either the manufacturing abatement under Section 12-37-220 of the Code, an existing infrastructure credit, or a negotiated FILOT arrangement under Section 4-29-67, Section 4-12-10, *et. seq.* or Section 12-44-10 *et. seq.*, South Carolina Code, 1976, as amended, subject to the following limitations and requirements: (1) as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Costs of Infrastructure shall equal or exceed the cumulative dollar amount of the Infrastructure Credit received by the Company, (2) the Company shall not claim total or partial abatement of *ad valorem* property taxes as to any property for which an Infrastructure Credit is given, and (3) once the Company has realized and received the Infrastructure Credit for either a total of twenty (20) consecutive annual fee payments, or a cumulative total of Seven Hundred Thousand Dollars (\$700,000), whichever comes first, unless sooner terminated as provided herein, the Infrastructure Credit provided hereunder shall end. THIS AGREEMENT AND THE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE CREDITS.

(b) Notwithstanding anything herein to the contrary, if the Company does not invest at least Nine Million Dollars (\$9,000,000) in the Project by the end of the Initial Investment Period then the Infrastructure Credit provided hereby shall terminate, prospectively, from that point forward and no further Infrastructure Credits will be owed or taken, hereunder.

IN WITNESS WHEREOF, Oconee County, South Carolina, has caused this Agreement to be executed by the Chairman of its County Council and County Administrator and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman  
Oconee County Council  
Oconee County, South Carolina

By: \_\_\_\_\_  
Scott Moulder, County Administrator  
of Oconee County, South Carolina

(SEAL)

ATTEST:

\_\_\_\_\_  
Elizabeth Hulse, Clerk to County Council  
of Oconee County, South Carolina

**Serene Hospitality, LLC**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**STATE OF SOUTH CAROLINA**  
**OCONEE COUNTY**  
**ORDINANCE 2014-09**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT TAU; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Project Tau, a corporation duly incorporated under the laws of the State of Minnesota (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures custom plastic, metal and ceramic injection molding products in which the minimum level of taxable investment is not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on April 1, 2014, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Project will be located in a joint county industrial and business park with Pickens County.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures custom plastic, metal and ceramic injection molding products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;



(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this — day of \_\_\_\_ 2014

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: April 1, 2014  
Second Reading: April 15, 2014  
Public Hearing:  
Third Reading:

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2014-10**

**AN ORDINANCE TO AMEND CHAPTER 38 "ZONING" OF THE OCONEE COUNTY CODE OF ORDINANCES, INCLUDING ALL ZONING MAPS INCORPORATED THEREIN AND THEREBY, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council"), is authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 (the "Act"), codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended (the "Code") to adopt zoning regulations and districts; and,

**WHEREAS**, Oconee County Council has heretofore, finally codified at Chapter 38 of the Oconee Code of Ordinances (the "Oconee County Code"), adopted such zoning regulations and districts in accordance with and consistent with the Oconee County comprehensive land use plan; and,

**WHEREAS**, subsequent to the adoption of Chapter 38 of the Oconee Code of Ordinances, a request for rezoning a series of parcels pursuant to provisions established in the Ordinance was duly presented to County Council; and,

**WHEREAS**, in accordance with the Act and Chapter 38, Oconee County Council has referred such matters to the Oconee County Planning Commission for their review, particularly regarding the proposed amendment's compliance with the Oconee County Comprehensive Plan. The Oconee County Planning Commission has, in fact, reviewed the rezoning request, and recommendations of the Oconee County Planning staff, and by at least a majority vote affirmed its opinion that the proposed changes are in compliance with the Comprehensive Plan, and has made certain recommendations concerning adoption of the changes by County Council. The Oconee County Council has considered the recommendation of the Oconee County Planning Commission, and the Oconee County Planning Department, held a public hearing, duly noticed and advertised, as required by law, to receive the comments of the public, finds that such comments and recommendations are correct and necessary, and desires to amend Chapter 38 of the Oconee County Code of Ordinances, in certain limited particulars only, based on the review, comments, and recommendations of the Oconee County Planning Commission, the Oconee County Planning staff, and the public, and to otherwise ratify and reaffirm Chapter 38 of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. Chapter 38 of the Oconee County Code of Ordinances is hereby amended, as follows, and in the following details, only:

**A.** The following parcel, listed below, previously zoned in the Control Free District (CFD), and duly identified on the Official Zoning Map to be in the Control Free District, is hereby rezoned, and shall be in the Industrial District (ID), and shown as such on the Official Zoning Map in the manner depicted in Appendix A of this Ordinance. Each parcel, and associated uses and activities conducted thereupon, shall be subject to all standards, limitations, and requirements established for the District in Chapter 38 of the Code.

Parcel (Tax Identification Number)

240-00-04-149

2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect. Chapter 38 of the Oconee County Code of Ordinances as amended hereby, are hereby ratified and affirmed, *ab initio*.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

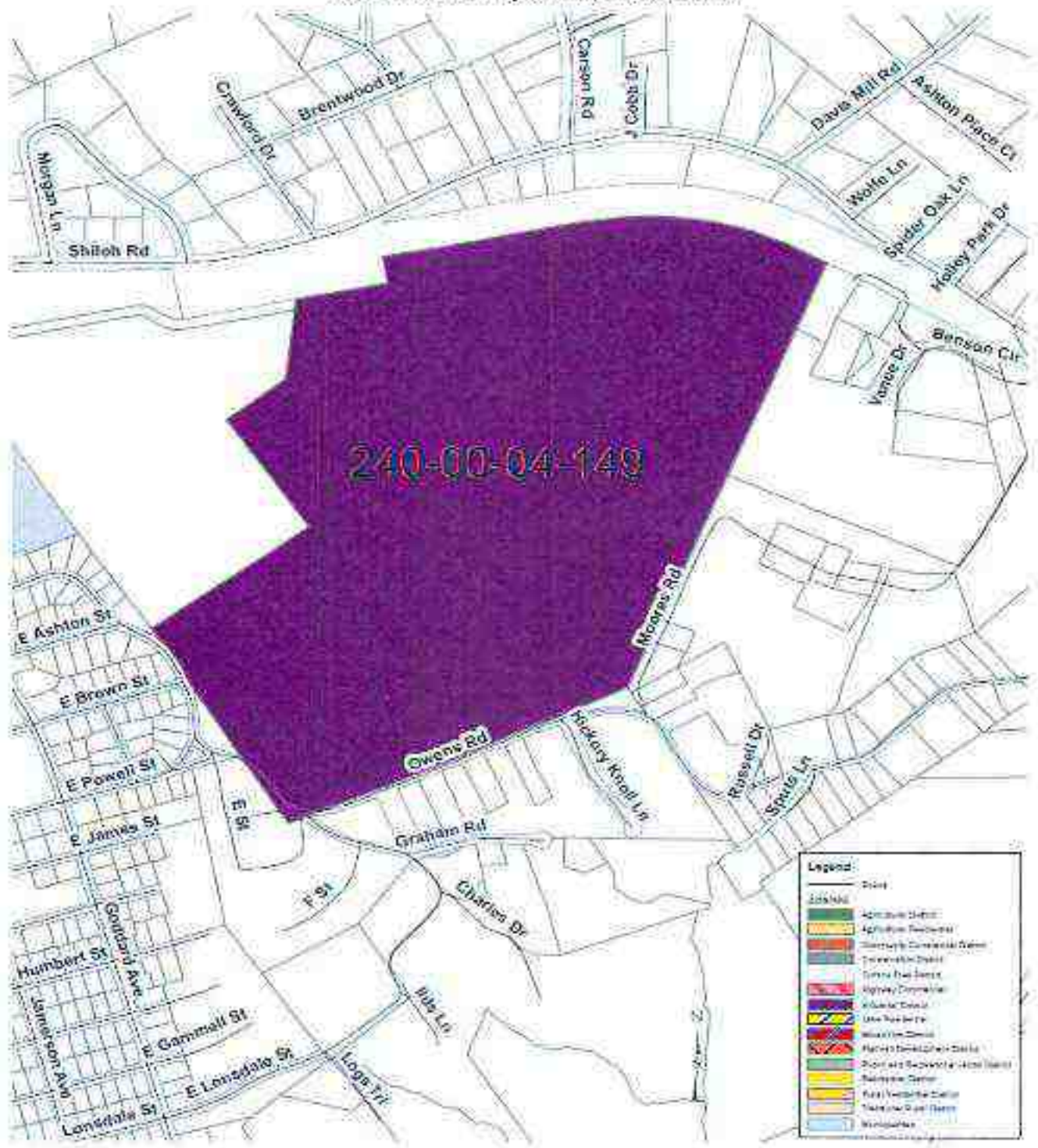
ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading:        March 18, 2014  
Second Reading:     April 1, 2014  
Public Hearing:  
Third Reading:

APPENDIX A

Parcel Rezoned by Ordinance 2014-10



STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2014-12**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY  
ORDINANCES NO. 2006-027, 2008-017, 2010-04, 2010-24, 2010-32, 2011-09,  
2011-15, 2011-34, 2013-06 and 2013-26 RELATING TO THE  
INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS  
COUNTIES SO AS TO ENLARGE THE PARK.**

**WHEREAS**, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the “County”) entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the “ Agreement”), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008; by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010; by Ordinance No. 2010-24 enacted on July 21, 2010 by the County, resulting in the Agreement as amended by the Third Amendment to the Agreement dated August 16, 2010; by Ordinance No. 2010-32 enacted on December 7, 2010 by the County, resulting in the Agreement as amended by the Fourth Amendment to the Agreement dated January 18, 2011; by Ordinance 2011-09 enacted on April 5, 2011 by the County, resulting in the Agreement as amended by the Fifth Amendment to the Agreement dated June 6, 2011, by Ordinance 2011-15 enacted on November 1, 2011 by the County, resulting in the Agreement as amended by the Sixth Amendment to the Agreement dated November 7, 2011; by ordinance 2011-34 enacted on February 7, 2012 by the County, resulting in the Agreement as amended by the Seventh Amendment to the Agreement dated February 7, 2012; by ordinance 2013-06 enacted on May 7, 2013 by the County, resulting in the Agreement as amended by the Eighth Amendment to the Agreement dated June 10, 2013; by ordinance 2013-26 enacted on October 15, 2013; by the County, resulting in the Agreement as amended by the Ninth Amendment to the Agreement dated November 18, 2013 (hereinafter collectively referred to as the “Park Agreement”); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

**WHEREAS**, Oconee County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Tenth Amendment to the Agreement, attached hereto;

**NOW, THEREFORE**, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Tenth Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Tenth Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the aforesated enlargement.

**Section 1.** The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Tenth Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Tenth Amendment to the Park Agreement and this Ordinance.

**Section 2.** All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**DONE** in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 2014

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: April 1, 2014  
Second Reading: April 15, 2014  
Public Hearing:  
Third Reading:

Addition to Exhibit A (Oconee County)  
Agreement for Development of Joint County  
Industrial Park dated as of January 16, 2007,  
Amended on November 3, 2008,  
Second Amended on May 4, 2010  
Third Amended on August 16, 2010  
Fourth Amended on January 18, 2011  
Fifth Amended on June 6, 2011  
Sixth Amended on November 7, 2011  
Seventh Amended on February 7, 2012  
Eighth Amended on June 10, 2013  
Ninth Amended on November 18, 2013  
Tenth Amended on \_\_\_\_\_, 2014  
Between Oconee County and Pickens County

**Tract 10**  
**Project Tau**





## NOTES TRANSPORTATION COMMITTEE MEETING

April 8, 2014

### COMMITTEE MEMBERS

Mr. Joel Thrift, District IV, Chairman  
Mr. Paul Corbell, District I  
Mr. Wayne McCall, District II

#### Hitee Road

Mr. Moulder & Mr. Kelly addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] highlighting issues related to this road and requested direction.

Mr. Thrift requested that staff contact SCDOT and begin to pursue engineering estimates and report back to the Committee.

#### Road Inventory & Assessment

Mr. Moulder & Mr. Kelly addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] highlighting the "RoadInfo" which would provide better, detailed information regarding county roads. Discussion followed.

**REQUEST MOTION TO AFFIRM COMMITTEE RECOMMENDATION:**  
to implementation of the "RoadInfo" data collection and road assessment survey and budget for such in the FY2014-2015 budget cycle.

#### Official County Road Map

Mr. Kelly highlighted the feature on the Oconee County website, GIS tab that allows the public to readily identify county roads. Mr. Kelly provided a brief demonstration of the website features.

#### Sheep Farm Road

Mr. Kelly addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] highlighted issues related to the SCDOT's Sheep Farm Road project. Discussion followed.

**REQUEST MOTION TO AFFIRM COMMITTEE RECOMMENDATION:**  
to [1] approval to abandon roads [Albert's Road, Oconee Estates Road, Tanglewood Drive and Paul Gillison Road], and [2] authorize county staff to accept donated right-of-way from SCDOT.

#### Road Paving List

Mr. Kelly addressed the Committee utilizing a PowerPoint presentation [copy filed with these minutes] reviewed with the Committee the proposed Road Improvement Project List to include the following roads:

- Oakmont Two Drive
- Mountain Creek Road
- Marina Pointe Court
- Lowry Lane
- Pinnacle Pointe Drive
- Crest Pointe Drive
- North Waterside Drive
- Maughan Trail
- Cornelia Avenue
- Rolling Drive
- Nardellas Circle
- and an improvement/construction project: Brown Farm Road

**REQUEST MOTION TO AFFIRM COMMITTEE RECOMMENDATION:** to approve the proposed road improvement list and the proposed road construction/improvement projects as listed above.

# NON AGENDA ITEMS



## Public Comment

### SIGN IN SHEET

April 15, 2014

6:00 PM

Council will hear public comment during this portion of the meeting for Non-Agenda Items. Please Be Advised: Combined the two Public Comment Sessions at this meeting are limited to a total of 40 minutes, 4 minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

**Citizens failing to PRINT or list the **NON AGENDA** item they wish to address will not be called upon during this portion of the meeting.**

	FULL NAME	NON AGENDA ISSUE
1	Jack Arve	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14	B. J. Littleton	FIRE DEPT TRUCKS
15		

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

**NOTE:** Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, personal attacks on individual council members, partisan political activity and/or comments.


**PUBLISHER'S AFFIDAVIT**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

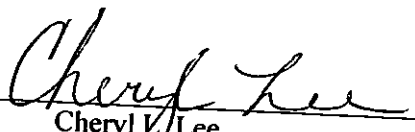
**OCONEE COUNTY COUNCIL**

**IN RE: Hearing: Ordinance 2014-07 - April 15, 2014**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 04/04/2014 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
\_\_\_\_\_  
Hal Welch  
General Manager

Subscribed and sworn to before me this  
04/04/2014

  
\_\_\_\_\_  
Cheryl Lee  
Notary Public for South Carolina  
My commission Expires: 01/02/2023





T. Scott Maulder  
Administrator

Oconee County  
Administrative Offices  
415 South Pine Street  
Walkalla, SC 29691

Phone: 864 718 1023  
Fax: 864 718 1024

E-mail  
[info@ococo.gov](mailto:info@ococo.gov)

Paul Corbett  
Vice Chairman  
District I

Wayne McCall  
District II

Archie Benson  
District III

Joel Thrift  
District IV  
Chairman

Reginald T. Dexter  
District V

.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE  
OF YOUR NEWSPAPER**

The Oconee County Council will hold a Public Hearing for Ordinance 2014-07 "AN ORDINANCE TO ESTABLISH THE OFFENSE, EXCEPTIONS, DEFINITIONS, AND PENALTIES OF DISTRACTED DRIVING IN OCONEE COUNTY; AND OTHER MATTERS RELATED" and Ordinance 2014-08 "AN ORDINANCE CALLING FOR A REFERENDUM TO AUTHORIZE THE SOUTH CAROLINA DEPARTMENT OF REVENUE TO ISSUE TEMPORARY PERMITS TO ALLOW FOR THE POSSESSION, SALE, AND CONSUMPTION OF ALCOHOLIC LIQUORS BY THE DRINK TO BONA FIDE NONPROFIT ORGANIZATIONS AND BUSINESS ESTABLISHMENTS AUTHORIZED TO BE LICENSED FOR CONSUMPTION-ON-PREMISES SALES AND TO ALLOW THE SALE OF BEER AND WINE AT PERMITTED OFF-PREMISES LOCATIONS WITHOUT REGARD TO THE DAYS OR HOURS OF SALE; AND OTHER MATTERS RELATED THERETO" on Tuesday, April 15, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walkalla, SC.



## **Beth Hulse**

---

**From:** Beth Hulse  
**Sent:** Wednesday, April 02, 2014 3:43 PM  
**To:** Beth Hulse; classadmgr@upstatetoday.com  
**Subject:** PH 2014-07, 2014-08 4/15/14  
**Attachments:** 040214 - PH 2014-07, 08 04-15-2014.doc

Please run at your earliest convenience.  
Thanks.

**Elizabeth G. Hulse**  
**Clerk to County Council**  
Oconee County Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691  
864-718-1023  
864-718-1024 [fax]  
[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)  
[www.oconeesc.com/council](http://www.oconeesc.com/council)

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## Beth Hulse

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**From:** Beth Hulse  
**Sent:** Wednesday, April 02, 2014 3:44 PM  
**To:** Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News  
**Subject:** FW: PH 2014-07, 2014-08 4/15/14

The Oconee County Council will hold a Public Hearing for Ordinance 2014-07 "AN ORDINANCE TO ESTABLISH THE OFFENSE, EXCEPTIONS, DEFINITIONS, AND PENALTIES OF DISTRACTED DRIVING IN OCONEE COUNTY; AND OTHER MATTERS RELATED" and Ordinance 2014-08 "AN ORDINANCE CALLING FOR A REFERENDUM TO AUTHORIZE THE SOUTH CAROLINA DEPARTMENT OF REVENUE TO ISSUE TEMPORARY PERMITS TO ALLOW FOR THE POSSESSION, SALE, AND CONSUMPTION OF ALCOHOLIC LIQUORS BY THE DRINK TO BONA FIDE NONPROFIT ORGANIZATIONS AND BUSINESS ESTABLISHMENTS AUTHORIZED TO BE LICENSED FOR CONSUMPTION-ON-PREMISES SALES AND TO ALLOW THE SALE OF BEER AND WINE AT PERMITTED OFF-PREMISES LOCATIONS WITHOUT REGARD TO THE DAYS OR HOURS OF SALE; AND OTHER MATTERS RELATED THERETO" on Tuesday, April 15, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

### **Elizabeth G. Hulse**

#### **Clerk to County Council**

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)

[www.oconeesc.com/council](http://www.oconeesc.com/council)

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